INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of October 1, 1998

by and between

BELL ATLANTIC - MAINE

and

GLOBAL NAPS, Inc.

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 1st day of October, 1998 (the "Effective Date"), by and between New England Telephone and Telegraph Company d/b/a BA - Maine ("BA" or "NET"), a New York corporation with offices at 185 Franklin Street, Boston, Mass. 02110, and Global NAPS, Inc. ("GNAPS"), a Delaware corporation with offices at 10 Merrymount Road, Quincy, MA 02169.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein; and

WHEREAS, Sections 251, 252, and 271 of the Telecommunications Act of 1996 have specific requirements for interconnection, unbundling, and service resale, commonly referred to as the "Checklist", and the Parties intend that the terms of this Agreement will be consistent with those Checklist requirements.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GNAPS and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and GNAPS (individually, a "Party" and collectively, the "Parties") will offer and provide to each other network Interconnection, access to Network Elements, ancillary services, and wholesale Telecommunications Services available for resale within each LATA in which they both operate within Maine. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Maine Public Utilities Commission, and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, neither Party shall advocate before any legislative, regulatory, or other public forum that any terms of this Agreement be modified or eliminated, unless mutually agreed to by the Parties.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C.§151 et seq.) as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" is a digital loop transmission technology which permits the transmission of up to 6 Mbps downstream (from the CO to the end-user customer) and up to 640 kbps digital signal upstream (from the end-user customer to the CO).

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all the Exhibits, Schedules, addenda, and attachments referenced herein and/or appended hereto

1.5 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing between the Parties.

1.6 "Ancillary Traffic" means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing arrangements between the Parties.

1.7 "Applicable Laws" or "Applicable Law" means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.8 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.9 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.10 "Automatic Number Identification" or "ANI" means a Feature Group D signaling

parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.11 "Bona Fide Request" or "BFR" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a BFR Item (as defined in Exhibit B) not otherwise provided by the terms of this Agreement.

1.12 "Busy Line Verification" or "BLV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.13 "Busy Line Verification Interrupt" or "BLVI" means a service that may be requested and provided when Busy Line Verification has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.14 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling Party.

1.15 "Central Office Switch" means a LEC local switching systemwhere Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks. A Central Office Switch may be employed as a comination End Office/Tandem Office Switch.

(a) "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switch" or "Tandem Office" or "Tandem" is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

1.16 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCS-based offerings.

1.17 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis that has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any location for which Collocation has been

ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation", the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation", the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC or the Commission.

1.18 "Commission" or "PUC" means the Maine Public Utilities Commission.

1.19 "Common Channel Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

1.20 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's service territory in Maine. GNAPS is or will shortly become a CLEC.

1.20a "Conversation Seconds" means the measurement of seconds beginning when either answer supervision or an off hook supervisory signal is received from the terminating end user's end office and ending when either disconnect supervision or an on hook supervisory signal is received from the terminating end user's end office, indicating the called party has disconnected.

1.21 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.22 "Customer" means a third-Party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.23 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

1.24 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to select a provider and make local calls without dialing extra digits. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to place toll calls (inter or IntraLATA) which are routed to a toll carrier (IntraLATA or InterLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

1.25 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.26 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.27 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.28 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.29 "Exchange Access" is As Defined in the Act.

1.29a "Exchange Access Frame Relay Service" is a Frame Relay Service that provides interconnection for the purpose of interstate or intrastate Exchange Access.

1.30 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

1.31 "FCC" means the Federal Communications Commission.

1.32 "FCC Regulations" means Title 47 of the Code of Federal Regulations.

1.33 "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.33a "Frame Relay Service" is a connection-oriented packet-switched data communications service that allows for the interconnection of Local Area Networks (LANs) or other compatible customer equipment for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit (PVC) connections implemented over joint interconnection facilities utilizing a switch dedicated to high-speed data services.

1.33b "Frame Relay Trunks" are special access digital transmission facilities connecting the Parties' respective Frame Relay Service IPs and used for the provision of Frame Relay Service.

1.34 HDSL is a digital loop transmission technology which permits the transmission of up to 768 kbps simultaneously in both directions on a single non-loaded, twisted copper pair or up to 1544 kbps simultaneously in both directions on two non-loaded, twisted copper pairs.

1.35 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. For purposes of this Agreement, BA is an Incumbent Local Exchange Carrier.

1.36 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Maine, is an Incumbent Local Exchange Carrier.

1.37 "Information Services" is As Defined in the Act.

1.38 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's switched voice information services platform (i.e., 976, 550, 540, 970, 940).

1.39 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or materials on the Customer's side of the Rate Demarcation Point.

1.40 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.41 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kpbs data and signaling channel (23 B+D).

1.42 "Interconnection" is As Described in the Act and refers to the connection of separate pieces of equipment or transmission facilities within, between, or among networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.43 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.44 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.45 "InterLATA Service" is As Defined in the Act.

1.46 "IntraLATA Toll Traffic" means those intraLATA calls that are not defined as Local Traffic in this Agreement.

1.47 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

1.48 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.49 "Local Exchange Carrier" or "LEC" is As Defined in the Act. The Parties to this Agreement are or will shortly become Local Exchange Carriers.

1.50 "Local Traffic", means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network, within a given local calling area, or expanded area service ("EAS") area, as defined in BA's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LEC's, then as so defined by the Commission.

1.51 "Main Distribution Frame" or "MDF" means the ultimate point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

1.52 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

1.52a "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.53 "Network Element" is As Defined in the Act.

1.54 "Network Interface Device" or "NID" means the BA-provided interface terminating BA's telecommunications network on the property where the Customer's service is located at a point determined by BA.

1.54a "Network-to-Network Interface (NNI)" specifies how a Frame Relay Switch sends and receives data from another Frame Relay network. The NNI Port Connection provides connection of a Frame Relay Trunk, including 56 and 64 kbps DDS, 1.536 Mbps/DS1, 45 Mbps/DS3 and CIS Cross Connects, to Bell Atlantic's XA-FRS Network.

1.55 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.56 "Numbering Plan Area", or "NPA" is also sometimes referred to as an area code. there are two general categories of NPAs. "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code", is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.57 "Number Portability" or "NP" is As Defined in the Act.

1.58 "NXX", "NXX Code", or "End Office Code" means the three-digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.59 "Party" means either BA or GNAPS and "Parties" means BA and GNAPS.

1.60 "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide Number Portability for all customers and service providers.

1.61 "Port Element" or "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.62 "POT Bay" or "Point of Termination Bay" means the intermediate distributing frame system which serves as the point of demarcation for collocated Interconnection.

1.63 "Rate Center" or "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is the finite geographic point identified by a specific V&H coordinate (as defined in Bellcore Special Report SR-TSV-002275), located within the Rate Center Area and used by that LEC to measure distance for the purpose of billing Customers for distance sensitive Telephone Exchange Services and Toll Traffic. Rate Centers will be identical for each Party until such time as GNAPS is permitted by an appropriate regulatory body to create its own Rate Centers within an area. When the appropriate regulatory body approves a different rate center and GNAPS creates said rate center, BA will recognize said rate centers.

1.64 "Rate Demarcation Point" means the point where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins, determined in accordance with FCC rules and BA standard operating practices.

1.65 "Rating Point" or "Routing Point" means a specific geographic point identified by

a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for the distance-sensitive transport charges of switched access services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Rating Point may be an End Office location. or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier ("CLLI") code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.66 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network.

1.67 "Reciprocal Compensation Call" or "Reciprocal Compensation Traffic" means a Telephone Exchange Service Call completed between the Parties, which qualifies for Reciprocal Compensation pursuant to the terms of this Agreement and prevailing Commission or FCC rules that may exist.

1.68 "Route Indexing" means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of BA and GNAPS over which inbound traffic to a ported number will be routed.

1.69 "Service Control Point" or "SCP" means a node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.70 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.71 "Single Bill/Multiple Tariff" shall mean that one bill is rendered to the IXC from all LECs who are jointly providing access service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one billing account number using each Party's appropriate access tariffs. The bill could be rendered by or on behalf of, either of the Parties.

1.72 "Strapping" means the act of installing a permanent connection between a point of termination bay and a collocated interconnector's physical Collocation node.

1.73 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-100.

1.74 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.75 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access.

1.76 "Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s).

1.77 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base transmission rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate.

1.78 "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement.

1.79 "Technically Feasible Point" is As Described in the Act.

1.80 "Telecommunications" is As Defined in the Act.

1.81 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.82 "Telecommunications Carrier" is As Defined in the Act.

1.83 "Telecommunications Service" is As Defined in the Act.

1.84 "Telephone Exchange Service" sometimes also referred to as "Exchange Service," is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched telecommunications network.

1.85 "Telephone Exchange Service Call" or "Telephone Exchange Service Traffic" means a call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third Party as either a presubscribed call (1+) or a casual dialed (10XXX) or (101XXX) call. Telephone Exchange Service Traffic is transported over Traffic Exchange Trunks.

1.86 "Telephone Toll Service" (or "Toll Traffic") , is As Defined in the Act and means traffic that is originated by a Customer of one Party on that Party's network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

1.87 "Transit Traffic" means any traffic that originates from or terminates at GNAPS's network, "transits" BA's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Service" provides GNAPS with the ability to use its connection to a BA Tandem for the delivery of calls which originate or terminate with GNAPS and terminate or originate from a carrier other than BA, such as another CLEC, a LEC other than BA, or a wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of BA. This service is provided through BA's Tandems and applies only where the terminating End Office of the third carrier subtends the BA Tandem. "Transit Traffic" and "Transit Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.88 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.89 "Unbundled Local Loop" or "ULL" or "Loop" means a transmission path that extends from the Main Distribution Frame, DSX panel or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or network interface device (NID) if installed) in or at a Customer's premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

1.90 "Undefined Terms" means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement, except that any undefined term herein shall be interpreted in accordance with the definition or its use in the FCC Interconnection Order and the FCC Further Interconnection Order.

1.91 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.92 "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third Party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 20 regarding rates and charges, each Party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 SCOPE

This Agreement sets forth the terms and conditions under which GNAPS can obtain access to Unbundled Network Elements, Resale and Interconnection from BA, consistent with the rights and obligations set forth in the Act, in order for GNAPS to provide Telecommunication Services to its own customers. GNAPS warrants and represents that it is a Telecommunications Carrier ("TC") under the Act. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Frame Relay Service traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Subject to the terms and conditions of this Agreement, Interconnection of the Parties facilities and equipment pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic, Frame Relay Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA within the State of Maine on Schedule 4.0. Schedule 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect additional or changed Interconnection Points in Maine pursuant to subsection 4.4 by attaching one or more supplementary addenda to such Schedule.

4.1 Scope of Traffic

4.1.1 Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.2.8 below, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5 below;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA 800/888 traffic, between GNAPS Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a BA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below;

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 19 below;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19.0 below;

Operator Services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19.0 below;

Verizon Maine/Global NAPs Agreement		
Issue	**Contract Provisions**	**Comments**
Terms & Conditions Expiration Date	The Agreement expires on **October 1, 2001**. (§ 22.1, p. 67) Continues thereafter unless terminated by written notice at least 90 days prior to termination date. If terminated, tariff terms will govern.	**Satisfactory**
Collocation	BA will provide collocation solely for interconnection or access to UNEs, except by mutual agreement or "as required by the FCC or the [NY] Commission." (§13.1) Provided pursuant to applicable tariffs. (§13.5) GNAPs agrees to offer to BA collocation for interconnection. (§13.2)	**Weak provision**. Although the FCC and States Commissions have required Verizon to provide various forms of collocation, the agreement does not obligate Verizon to provide anything more.
Interconnection Interconnection Points/GRIPs	The Parties agree to establish interconnection ("IPs") at the available locations designated in Schedule 4.0, but none are designated. The IPs on the BA network from which BA will provide transport and termination via its network shall be either a BA terminating End Office serving the BA Customer or BA Tandem subtended by the terminating End Office. (§ 4.1.3, p. 15) Parties may request that the other make available "geographically relevant" IPs, which are defined as "either (i)the single IP serving that NXX or (ii) an IP established by GNAPs within the Rate Center Area of the designated NXX(s) for delivery of such traffic by BA." (§4.1.4) "GNAPs shall charge BA no more than BA's Tariffed non-distance sensitive Entrance Facility charge for the transport of traffic from a BA-IP to a GNAPs-IP in any given LATA." (§4.1.5) (see also §4.4.3)	**Poor**
Interconnection Two-way	Either party may request that trunk groups be equipped as two-way trunks for testing purposes. The parties agree to consider as part of the joint interconnection planning process set forth in §10 the use of two-way trunks. (§ 4.1.6, p. 16)	**Marginal** Some Commissions have, however, required the use of

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Trunking		two-way trunks where feasible.
Interconnection Direct End-Office Trunking	In the event the traffic volumes between any two Central office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the Parties may, at their option, establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Plan. (§ 5.2.3, p. 19; § 10.1)	**Satisfactory**
Interconnection Reciprocal Compensation – "Local"/Rates	The Parties stipulate that they disagree as to whether traffic that originates on one Party's network and is transmitted to an Internet Service Provider ("ISP") connected to the other Party's network ("ISP Traffic") constitutes Local Traffic, and the charges to be assessed in connection with such traffic. The parties acknowledge that the issue is before the FCC in CCB/CPD 97-30 and may be before a court of competent jurisdiction. The Parties agree that the decision of the FCC or court shall determine whether such traffic is Local Traffic under the agreement and the charges to be assessed in connection with ISP Traffic. If the FCC or court determines that ISP Traffic is Local Traffic, or otherwise determines that ISP Traffic is subject to reciprocal compensation, it shall be compensated as Local Traffic under the Agreement unless another compensation scheme is required under such FCC or court determination. Until resolution of this issue, BA agrees to pay GNAPs reciprocal Compensation for ISP traffic (without conceding that ISP Traffic constitutes Local Traffic or precluding BA's ability to seek appropriate court review of this issue) pursuant to the Commission's Order in Case 97-C-I275, dated March I9, I998, as such Order may be modified, changed or reversed. (§ 5.7.2.3, p. 22) (The NY PSC's Order in Case 97-C-I275 held that ISP traffic is local traffic) The designation of Traffic as IntraLATA or non-IntraLATA for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the entities involved in carrying any segment of the call. (§5.7.6, p. 22) Each Party will pay to the other Party a blended reciprocal compensation rate	**Favorable Terms** The Agreement appears to tie reciprocal compensation to the FCC's decision on the jurisdictional nature of dial-up ISP traffic. Since the FCC did not preempt the issue, and the US Court of Appeals for the DC Circuit remanded the FCC's Order. The Agreement and PSC interpretation are dispositive. The NYPSC (this agreement was originally negotiated in NY) issued a declaratory ruling on 3/27/00, which found that this agreement provides its own terms with regard to reciprocal compensation and does not defer to the tariff. It is therefore not subject to the 3:1 presumption the NYPSC created in its generic

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	($0.008) as specified in Exhibit A for Reciprocal Compensation Traffic delivered to the other Party's IP in each LATA. (§ 5.7.2.1, p. 22) BA may designate one or more GNAPs NXX(s) for End Office rate treatment and may chose to route Reciprocal Compensation Traffic to such NXX(s) over dedicated trunks(s). GNAPs shall provide BA a choice of delivering such traffic to either (i) the single IP serving that NXX or (ii) an IP established by GNAPs within the Rate Center Area of the designated NXX(s) for delivery of such traffic by BA. Any such trunk may carry traffic for more than one such designated NXX(s). For any Reciprocal Compensation Traffic routed over such dedicated trunks, BA shall pay GNAPs at the effective End Office Termination rate. For all other Reciprocal Compensation Traffic (i.e. not routed over dedicated trunks for End Office rate treatment), GNAPs may require that BA pay GNAPs at the effective Tandem Office Termination rate. (§ 5.7.2.2, p.22) Reciprocal Compensation Rates Blended Rate $0.008/mou for traffic delivered to a BA-IP or to a GNAPs-IP. Tandem and End Office rates pursuant to New York PSC Tariff No. 914. (Exhibit A, pp. 2-3)	reciprocal compensation Order 99-10 (in which the PSC reaffirmed its finding that there is no basis for treating ISP-bound traffic differently). The PSC determined that the blended rate in the agreement applies to reciprocal compensation, and that the tariffed rates do not.
Interconnection Intervals for Establishing Trunking	GNAPs may order from BA any of the Interconnection methods specified above [including an Entrance Facility and transport] in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties. (§ 4.2.4, p. 16)	**Satisfactory**
Forecasts	CLEC is to provide forecasted demand for "BA services and products," describing expected needs for volumes and timeframes for deployment by wire center. Forecasts are subject to confidentiality provisions and are to be used only to provide Interconnection pursuant to agreement.	**Burdensome**, and potentially harmful (despite alleged confidentiality). Ironclad confidentiality agreement would be necessary.

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Numbering NXX/Local Calling Area Restrictions	"Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs." (§ 5.7.1, p. 21) Unless mandated otherwise by a commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, GNAPs shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and GNAPs service areas overlap, and GNAPs shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP. (§ 8.3, p. 34) Notwithstanding anything to the contrary herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain GNAPs' choices regarding the size of the local calling area(s) that GNAPs may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas. (§ 8.5, p. 34)	**Satisfactory** The issues of loading a Global NAPS NXX onto the BA switch and establishing a direct end office trunk are not entirely addressed.
Loop Types	2-Wire Analog Voice Grade ULL or Analog 2W 4-Wire analog Voice Grade ULL or Analog 4W 2-Wire ISDN Digital Grade ULL or BRI ISDN (Premium Link) 2-Wire ADSL-Compatible ULL or ADSL 2W 2-Wire HDSL-Compatible ULL or HDSL 2W 4-Wire HDSL-Compatible ULL or HDSL 4W 4-Wire DS-I compatible ULL (Digital Grade Loop) (§ 11.2, p. 40-41)	**Satisfactory**
UNE Dedicated Transport	BA shall provide GNAPs Inter Office Facilities ("IOF"), unbundled from switching, unbundled interoffice facilities, and other services as required by Applicable Law, at the rates, terms and conditions set forth in BA's NYPSC No. 916 Tariff, as amended from time to time. (§ 11.4, p. 42)	**Satisfactory**

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UNE Combinations	"BA shall unbundle and separately price and offer" UNEs . . . to allow GNAPs to combine the BA-provided elements with facilities or services GNAPs may itself provide, "except that GNAPs shall not recombine Network Elements purchased from BA for use as a substitute for the purchase at wholesale rates of Telecommunications Services that BA provides unless mandated by the FCC or the Commission or agreed to by BA with other carriers." Any combination by GNAPs of elements shall be through a collocation arrangement. (§11.0, p40)	**Unsatisfactory** Likely ineffectual though in light of current legal requirements and agreements with other carriers.
UNE EELs	Not directly addressed in the Agreement, but see Combinations generally, above.	**Satisfactory**, in light of regulatory developments following execution of this Agreement requiring EELs.
UNE Interconnection Methods	GNAPs shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs: (a), (b) – Collocation, and/or (c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing) per the Pricing Schedule, where such facility extends to the BA-IP from a mutually agreed to point on GNAPs' network. (§4.2.2 (c), p. 16)	**Satisfactory**
Terms & Conditions MFN/252(i)	To the extent required under Applicable Law, BA shall make available without unreasonable delay to GNAPs any individual interconnection, service or network element contained in any agreement to which it is a party that is approved by the Commission pursuant to Section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement. (§ 29.11.1, p. 78)	**Satisfactory**
Terms & Conditions Change of Law	The Parties recognize that the FCC has issued and may continue to issue regulations implementing Sections 251, 252 and 271 of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC Regulations or, in BA's reasonable determination, affects BA's application pursuant to Section 271(d) of the Act, the Parties agree to make *only the minimum revisions necessary* to eliminate the inconsistency or amend the	**Satisfactory** The agreement leaves some ambiguity, however, in that it

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	application-affecting provision(s). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act). (§28.3, p. 72) In the event any Applicable Law other than the FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 28.4 and without limitation of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Reciprocal Compensation Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Reciprocal Compensation Traffic, shall be deemed to be modification of a material term that requires immediate good faith renegotiation between the Parties. (§ 28.4, p.72)	does not precisely define whether a change in law occurs when an order becomes effective or when it becomes final and non-appealable.
Terms & Conditions BFR Process	Any request by GNAPs for access to a BA element not already available shall be treated as a BFR. (§ 11.7.1, p. 43) A BFR must be submitted in writing with a technical description of the requested element. The receiving party must acknowledge receipt within 10 days and must provide a preliminary analysis within 30 days. (See Exhibit B).	**Marginal,** since the determination of what constitutes a Network Element is left up to Verizon.

Choke Trunks for traffic congestion and testing; and

Others as may be requested and agreed to by the Parties.

4.1.2 To the extent required by Section 251 of the Act, this Agreement provides for Interconnection to each other's networks at any technically feasible point ("POI"). For the purposes of this Agreement, the Parties agree that Interconnection for the transport and termination of traffic may take place, in the case of BA, at a terminating End Office, a Tandem, and/or other points as specified herein, and, in the case of GNAPS, at a Central Office and/or other points as specified herein, and, in the case of both Parties, any mutually agreed-upon Mid-Span Fiber Meet arrangement as provided in Section 4.3 below.

4.1.3 The Parties shall establish interconnection points (collectively, the "Interconnection Points" or "IPs") at the available locations designated in Schedule 4.0. The IPs on the GNAPS network at which GNAPS will provide transport and termination of traffic shall be designated as the GNAPS Interconnection Points ("GNAPS-IPs"); the IPs on the BA network from which BA will provide transport and termination via its network shall be designated as the BA Interconnection Points ("BA-IPs") and shall be either a BA terminating End Office serving the BA Customer or BA Tandem subtended by the terminating End Office. In the event either Party establishes additional Central Office switches or other IPs in a LATA after the Effective Date, such Party shall provide notice of said Central Office switches or IPs to the other Party in accordance with the time periods set forth in Section 4.4 below.

4.1.4 In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP on its network to the other Party, the other Party may, at any time, request that the first Party establish such additional technically feasible IP(s). Such requests shall be made as part of the Joint Grooming Process established pursuant to subsection 10.1; provided, however, that the Parties shall commence negotiations to determine the technically feasible and geographically relevant location(s) of the additional IP(s) as soon as reasonable practicable following a Party's request therefor. If, after sixty (60) days following said request, the Parties have been unable to reach agreement on the additional Interconnection Point, then either Party may file a complaint with the Commission to resolve such impasse or pursue with any other remedy available under law or equity. A "geographically relevant" IP shall mean either (i) the single IP serving that NXX or (ii) an IP established by GNAPS within the Rate Center Area of the designated NXX(s) for delivery of such traffic by BA.

4.1.5 In recognition of the large number and variety of BA-IPs available for use by GNAPS, GNAPS's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of GNAPS-IPs available to BA to select from for similar purposes, GNAPS shall charge BA no more than BA's Tariffed non-distance sensitive Entrance Facility charge for the transport of traffic from a BA-IP to a GNAPS-IP in any given LATA. The Parties may by mutual agreement establish additional Interconnection Points at any technically feasible points consistent with the Act.

4.1.6 The Parties shall configure separate trunk groups (as described in subsection 4.1.1 above) for traffic from GNAPS to BA, and for traffic from BA to GNAPS, respectively; however, either party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes. As provided in Section 10 below, the Parties agree to consider as part of the Joint Process the feasibility of combining any of the separate trunk groups into a single two-way trunk group.

4.2 Physical Architecture

4.2.1 In each LATA identified in Schedule 4.0, the Parties shall utilize the GNAPS-IP(s) and BA-IP(s) designated in such Schedule as the points from which each Party will provide the transport and termination of traffic.

4.2.2 GNAPS shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs:

(a) a Physical or Virtual Collocation facility GNAPS established at the BA-IP; and/or

(b) a Physical or Virtual Collocation facility established separately at the BA-IP by a third party with whom GNAPS has contracted for such purposes; and/or

(c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing) as specified in the Pricing Schedule, where such facility extends to the BA-IP from a mutually agreed to point on GNAPS's network.

4.2.3 GNAPS shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13. BA shall provide the transport and termination of the traffic beyond the BA-IP.

4.2.4 GNAPS may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.5 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the GNAPS-IPs:

(a) upon reasonable notice to GNAPS, a Physical or Virtual Collocation facility BA established at the GNAPS-IP;

(b) a Physical or Virtual Collocation facility established separately at the GNAPS-IP by a third party with whom BA has contracted for such purposes; and/or

(c) an Entrance Facility (and any necessary multiplexing) leased from GNAPS as specified in the Pricing Schedule, where such facility extends to the GNAPS-IP from a BA-IP in the LATA.

4.2.6 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at an GNAPS-IP pursuant to Section 13. GNAPS shall provide the transport and termination of the traffic beyond the GNAPS-IP.

4.2.7 BA may order from GNAPS any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable BA Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.8 Under any of the architectures described in this subsection 4.2, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 below and pursuant to the other Party's Switched Exchange Access Service tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

4.2.9 GNAPS and BA shall work cooperatively to install and maintain a reliable network. GNAPS and BA shall exchange appropriate information (e.g. maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.2.10 GNAPS and BA shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.2.11 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by BA and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities related to interfaces.

4.3 Alternative Interconnection Arrangements

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Fiber Meet arrangement in accordance with the terms of this subsection 4.3, or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms BA offers such SONET services to other carriers. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement that utilizes both wireless and wireline facilities, GNAPS agrees to bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement up to and including the optical to electrical multiplexer necessary to effect a fiber hand-off to BA.

4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

4.3.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit utilization for other traffic types and unless and until the parties have agreed on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Fiber Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Fiber Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Fiber Meet arrangement for access to such Elements, shall be limited to that which is required by Applicable Laws, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.3.4 In consideration of advancing technology, the Parties agree to consider additional interconnection methods at such time as either Party may request.

4.4 Interconnection in Additional LATAs

4.4.1 If GNAPS determines to offer Telephone Exchange Services in any LATA not listed in Schedule 4.0 in which BA also offers Telephone Exchange Services, GNAPS shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.4.2 The notice provided in subsection 4.4.1 shall include (i) the initial Rating Point GNAPS has designated in the new LATA; (ii) GNAPS' requested Interconnection Activation Date ; and (iii) a non-binding forecast conforming to subsection 10.3 of GNAPS's trunking requirements.

4.4.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) GNAPS has identified as its initial Rating Point(s) in the LATA as the GNAPS-IP(s) in that LATA and shall designate the BA Tandem Offices within the LATA as the BA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a BA-IP

to the GNAPS-IP, the GNAPS-IP shall be no further than a non-distance sensitive Entrance Facility away from the BA-IP.

4.4.4 The Parties shall agree upon an addendum to Schedule 4.0 to reflect the schedule applicable to each new LATA requested by GNAPS; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of GNAPS's notice, BA and GNAPS shall confirm the BA-IP(s), the GNAPS-IP and the Interconnection Activation Date for the new LATA by attaching an addendum to Schedule 4.0.

4.5 Frame Relay Interconnection

4.5.1 Where Frame Relay Service traffic is to be exchanged, the Parties shall establish separate Frame Relay Interconnection Point by mutual agreement.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Traffic Exchange Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-1 level unless otherwise agreed to by the Parties. Higher speed connections shall be made, when and where available, in accordance with the Joint Grooming Process prescribed in Section 10, or as may be agreed to by the Parties.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2.3 In the event the traffic volumes between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the Parties may, at their option, establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Plan.

5.2.4 It is expected that both Parties will make all good faith efforts to monitor their trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. The Parties agree to use modular trunk

engineering techniques where practical.

5.3 Additional Switching System Hierarchy and Trunking Requirements

For purposes of routing GNAPS traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to GNAPS, the subtending arrangements between GNAPS Tandem Switches (or functional equivalent) and GNAPS End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which GNAPS maintains for the routing of its own or other carriers' traffic.

5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17 below.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Process as set forth in Section 10.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on each call carried over the Traffic Exchange Trunks at such time as the originating switch is equipped for SS7. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, or Interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs.

5.6.2 If, under the circumstances set forth in subsection 5.6.1, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Tandem Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Tandem Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN

information.

5.6.3 If the originating Party does not pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, it will supply an auditable Percent Local Use ("PLU") report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same trunk group, it will supply an auditable Percent Interstate Use ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon interim period.

5.6.4 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

Reciprocal Compensation arrangements address the transport and termination of Reciprocal Compensation Traffic. BA's delivery of Traffic to GNAPS that originated with a third carrier is addressed in subsection 7.3. Where GNAPS delivers Traffic (other than Reciprocal Compensation Traffic) to BA, except as may be set forth herein or subsequently agreed to by the Parties, GNAPS shall pay BA the same amount that such carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by GNAPS. Compensation for the transport and termination of traffic not specifically addressed in this subsection shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.

5.7.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.2 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic in an equal and symmetrical manner at the rates provided in the Pricing Schedule (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1.2 below or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the GNAPS-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by GNAPS. No additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the BA-IP or the GNAPS-IP, except as set forth in Exhibit A. When Reciprocal Compensation Traffic is terminated over the same trunks as Switched Exchange Access Service, any port or transport or other applicable access charges related to the Switched Exchange Access Service shall be prorated to be applied only to such other Switched Exchange Access Service.

5.7.2.1 Each Party will pay to the other Party a blended reciprocal compensation rate as specified in Exhibit A for Reciprocal Compensation Traffic delivered to the other Party's IP in each LATA.

5.7.2.2 Intentionally Omitted.

5.7.2.3 The Parties stipulate that they disagree as to whether traffic that originates on one Party's network and is transmitted to an Internet Service Provider ("ISP") connected to the other Party's network ("ISP Traffic") constitutes Local Traffic as defined herein, and the charges to be assessed in connection with such traffic. The issue of whether such traffic constitutes Local Traffic on which reciprocal compensation mush be paid pursuant to the 1996 Act is presently before the FCC in CCB/CPD 97-30 and may be before a court of competent jurisdiction. The Parties agree that the decision of the FCC in that proceeding, or as such court, shall determine whether such traffic is Local Traffic (as defined herein) and the charges to be assessed in connection with ISP Traffic. If the FCC or such court determines that ISP Traffic is Local Traffic, as defined herein, or otherwise determines that ISP Traffic is subject to reciprocal compensation, it shall be compensated as Local Traffic under this Agreement unless another compensation scheme is required under such FCC or court determination. Until resolution of this issue, BA agrees to pay GNAPS Reciprocal Compensation for ISP traffic (without conceding that ISP Traffic constitutes Local Traffic or precluding BA's ability to seek appropriate court review of this issue) pursuant to the Commission's Order in Case 97-C-1275, dated March 19, 1998, as such Order may be modified, changed or reversed.

5.7.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

5.7.5 Compensation for transport and termination of all Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be as specified in subsection 14.5.

5.7.6 The designation of Traffic as IntraLATA or non-IntraLATA for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the entities involved in carrying any segment of the call.

5.7.7 If GNAPS declines BA's request to provide a technically feasible and geographically relevant IP pursuant to subsection 4.1.4, BA shall be entitled to End Office rate treatment for the termination of Reciprocal Compensation Traffic that would have been delivered to such IP.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups to be established over the Interconnections specified in Section 4.0 for the transmission and routing traffic between GNAPS' Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where GNAPS elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (10XXX, 101XXXX and 1010XXXX) traffic. This section may be modified by mutual agreement and the Parties agree to negotiate in good faith regarding the same.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 GNAPS shall establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from GNAPS 's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow GNAPS's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch GNAPS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to a Tandem BA utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which BA Tandem(s) will be sub-tended by each GNAPS End Office Switch. GNAPS's End Office switch shall sub-tend the BA Tandem that would have served the same rate center on BA's network.

6.3 Meet-Point Billing Arrangements

6.3.1 GNAPS and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in BA's applicable Switched Access Service tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the BA-IP in the

LATA, unless otherwise agreed to by the Parties.

6.3.4 GNAPS and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party or each party may use the New York State Access Pool on their behalf to implement "Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party. In general, there are four alternative Meet-Point Billing arrangements possible, which are:

1) Single bill, single tariff in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rats for its portion of the services from the same tariff.
2) Multiple bill, single tariff in which each involved Local Eschange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same tariff.
3) Multiple bill, multiple tariff in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique tariff, and
4) Single bill/multiple tariff shall mean that one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LECs appropriate access tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

6.3.6 The rate elements to be billed by each Party are as set forth in Schedule 6.3. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.17 below.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide GNAPS with the Switched Access Detail Usage Data

(category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 GNAPS shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To GNAPS:
Global NAPS, Inc.
Ten Merrymount Road
Quincy, Massachusetts 02169
Attn: Richard Gangi, Treasurer

To BA:
New York State Access Pool
C/O ACM
1309 Main Street
Rotterden Junction, NY 12150
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 29.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Errors may be discovered by GNAPS, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

6.3.15 The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 6.3.

6.3.16 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

In the event GNAPS determines to offer Telephone Exchange Services in another LATA in which BA operates a Tandem Switch, BA shall permit and enable GNAPS to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the GNAPS Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/BA Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{GNAPS Billing Percentage}$$

and

$$b / (a + b) = \text{BA Billing Percentage}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA Serving Wire Center and the actual point of interconnection for the MPB arrangement.

GNAPS shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.4.1 above. Within ten (10) business days of GNAPS's delivery of notice to BA, BA and GNAPS shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

6.3.18 Within thirty (30) days of a request by GNAPS, BA agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and GNAPS have entered in a Meet Point Billing arrangement.

6.4 800/888 Traffic

The following terms shall apply when either Party delivers 800/888 calls to the other Party for completion.

6.4.1 When GNAPS delivers translated 800/888 calls to BA for completion

(a) to an IXC, GNAPS shall:

(i) Provide a MPB record in an industry standard format to BA; and

(ii) Bill the IXC the appropriate GNAPS query charge associated with the call.

(b) as an IntraLATA call to BA or another LEC in the LATA, GNAPS shall:

(i) Provide a copy record in an industry standard format to BA or the terminating LEC;

(ii) The originating party shall bill the terminating party for the delivery of the 800/888 traffic at the rates set forth in Exhibit A. The terminating Party shall not bill the originating party the 800/888 rates set forth in Exhibit A under this agreement.

6.4.2 When BA delivers translated 800/888 calls originated by BA's or another LEC's Customers to GNAPS for completion

(a) to GNAPS in its capacity as an IXC, BA shall:

(i) Bill GNAPS the appropriate BA query charge associated with the call; and

(ii) Bill GNAPS the appropriate FGD Exchange Access charges associated with the call.

(b) as an IntraLATA call to GNAPS in its capacity as a LEC,

(i) The originating party shall bill the terminating party for the delivery of the 800/888 traffic at the rates set forth in Exhibit A. The terminating Party shall not bill the originating party the 800/888 rates set forth in Exhibit A under this agreement.

(ii) The originating party shall Provide a copy record in an industry standard format to GNAPS.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic